

AGREEMENT BETWEEN
LAKE COUNTY, FLORIDA AND
ARDAMAN & ASSOCIATES, INC.

FOR

GEOTECHNICAL ENGINEERING FOR PAISLEY FIRE STATION

RSQ # 08-0027

This is an Agreement between Lake County, Florida, a political subdivision of the State of Florida, hereinafter referred to as the COUNTY, by and through its Board of County Commissioners, and Ardaman & Associates, Inc., a Florida corporation, hereinafter referred to as CONSULTANT.

Recitals

WHEREAS, the COUNTY has publicly submitted a Request for Statements of Qualifications (RSQ), # 08-0027, for procurement of services under the Consultants' Competitive Negotiation Act, section 287.055, Florida Statutes, following the guidelines set forth under such Act; and

WHEREAS, RSQ # 08-0027 did seek firms or individuals qualified to provide professional services for on call electrical and mechanical engineering services; and

WHEREAS, the CONSULTANT desires to perform such services subject to the terms of this Agreement; and

NOW, THEREFORE, IN CONSIDERATION of the mutual terms, understandings, conditions, premises, covenants and payment hereinafter set forth, and intending to be legally bound, the parties hereby agree as follows:

Article 1. Recitals

1.1 The foregoing recitals are true and correct and incorporated herein by reference.

Article 2. Scope of Professional Services

2.1 On the terms and conditions set forth in this Agreement, COUNTY hereby engages CONSULTANT to provide geotechnical engineering services for the Paisley Fire Station. The Scope of Services is attached hereto and incorporated herein by reference as **Exhibit A**.

2.2 This Agreement shall be effective for the six month (6) month period immediately following the date of execution of the Agreement by the COUNTY. The COUNTY reserves the sole right to renew this Agreement for one (1) additional six (6) month period. Labor prices for contract renewals shall be

determined on an annual basis based upon the percentage change in the Consumer Price Index for the Orlando MSA. The base period shall be the month in which this Agreement was executed by the COUNTY.

2.3 The CONSULTANT shall coordinate, cooperate, and work with any other consultants retained by the COUNTY. CONSULTANT acknowledges that nothing herein shall be deemed to preclude the COUNTY from retaining the services of other persons or entities undertaking the same or similar services as those undertaken by the CONSULTANT or from independently developing or acquiring materials or programs that are similar to, or competitive with, the services provided under this Agreement.

2.4 CONSULTANT shall be responsible for obtaining all required federal, state or local permits required to complete the project specific scope of work. Additionally, the CONSULTANT shall be responsible for the removal of all surplus material and debris occurring from this work if the materials or debris was generated as a result of the CONSULTANT'S work. The CONSULTANT shall take precautions against damage to public and private property during the course of its work. Should damage occur, by negligent omission or commission by the CONSULTANT, the CONSULTANT shall, at its own expense, restore damaged property to a condition similar or equal to that existing before damage was done. In the event CONSULTANT fails to correct the damage, the COUNTY shall have the option of correcting the damage and issuing a deductive change order to the CONSULTANT to deduct the amount of the corrective work from the contract balance.

Article 3. Payment

3.1 Payment shall be in the amount of \$4,247.00 as set forth in Exhibit A. The CONSULTANT and COUNTY hereby agree that the hours of service set forth in Exhibit A are projected hours of service and that the CONSULTANT'S actual time may be more or less than the budgeted hours. If acceptable, the COUNTY shall pay the CONSULTANT only for the total fee agreed upon for each project.

3.2 Invoices shall be submitted in duplicate to Richard LeBlanc, Facilities Development & Management Department at P.O. Box 7800, Tavares, Florida 32778. Each invoice shall contain the RSQ number and a detailed description of services and fees. The CONSULTANT shall keep a travel log indicating all dates of travel, mileage, etc..

3.3 The COUNTY shall make payment on all invoices in accordance with the Florida Prompt Payment Act, sections 218.70 through 218.79, Florida Statutes.

3.4 Other than the common expenses, travel expenses, administrative and technical support expenses and computer expenses as set forth in Exhibit A, the CONSULTANT shall not be entitled to payment for any expenses, fees, or other costs it may incur at any time and in any connection with its performance hereunder. The CONSULTANT hereby agrees that its hourly billing rates are fully loaded and includes all overhead and administrative expenses.

3.5 In the event a specific project is to be funded by state or federal monies, the CONSULTANT hereby agrees to comply with all requirements of the state or federal government applicable to the use of the monies, including receiving no payment until all required forms are completed and submitted.

Article 4. County Responsibilities

4.1 COUNTY shall promptly review the deliverables and other materials submitted by CONSULTANT and provide direction to CONSULTANT as needed. COUNTY shall designate one County staff member to act as COUNTY'S Project Administrator and/or Spokesperson.

4.2 COUNTY shall reimburse CONSULTANT, in accordance with the provisions of Article 3 above for required services timely submitted and approved and accepted by COUNTY in accordance with the terms of this Agreement.

4.3 The COUNTY will provide to the CONSULTANT all necessary and available GIS data, data developed and/or within the possession of the COUNTY, and any other data the COUNTY possesses that would be useful to the CONSULTANT in the completion of the required services.

Article 5. Special Terms and Conditions

5.1 Qualifications. Firms or individuals will be registered with the State of Florida and have obtained at least the minimum thresholds of education and professional experience required by the statutes to perform the services contained herein.

5.2 Termination This Agreement may be terminated by the COUNTY upon thirty (30) days advance written notice to the other party; but if any work or service/Task hereunder is in progress but not completed as of the date of termination, then this Agreement may be extended upon written approval of the COUNTY until said work or service(s)/Task(s) is completed and accepted.

A. Termination for Convenience. In the event this Agreement is terminated or cancelled upon the request and for the convenience of COUNTY with the required 30 day advance written notice, COUNTY shall reimburse CONSULTANT for actual work satisfactorily completed.

B. Termination for Cause. Termination by County for cause, default, or negligence on the part of CONSULTANT shall be excluded from the foregoing provision. Termination costs, if any, shall not apply. The 30-day advance notice requirement is waived in the event of termination for cause.

C. Termination Due to Unavailability of Funds in Succeeding Fiscal Years. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, this Agreement shall be canceled and the CONSULTANT shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the supplies or services/Tasks delivered under this Agreement.

5.3 Subletting of Contract. This Agreement shall not be sublet except with the written consent of the COUNTY'S Procurement Services Director. No such consent shall be construed as making the COUNTY a party to the subcontract or subjecting the COUNTY to liability of any kind to any subcontractor. No subcontract shall under any circumstances relieve the CONSULTANT of liability and obligations under this Agreement and all transactions with the COUNTY must be through the CONSULTANT.

5.4 Insurance and Bond. CONSULTANT shall provide and maintain during the entire term of this Agreement insurance in the following types and limits with a company or companies authorized to do business in the State of Florida. CONSULTANT shall not commence work under the Agreement until COUNTY has received an acceptable certificate or certificates of insurance evidencing the required insurance, which is as follows:

(X) General Liability insurance on forms no more restrictive than the latest edition of the Commercial General Liability policy (CG 00 01 or CG 00 02) of the Insurance Services Office or equivalent without restrictive endorsements, with the following minimum limits and coverage:

(X)	General Liability	
(X)	Each Occurrence/General Aggregate	\$500,000
(X)	Products-Completed Operations	\$500,000
(X)	Personal & Adv. Injury	\$500,000
(X)	Fire Damage	\$50,000
(X)	Medical Expense	\$5,000
(X)	Contractual Liability	

(X) Automobile liability insurance, including owned, non-owned and hired autos with the following minimum limits and coverage:

Combined Single Limit	\$300,000
or	
Bodily Injury (per person)	\$100,000
Bodily Injury (per accident)	\$300,000
Property Damage	\$100,000

(X) **Lake County, A Political Subdivision Of The State Of Florida, And The Board Of County Commissioners**, shall be name as additional insured as their interest may appear on the:

- (X) general liability policy
- () automobile liability policy

(X) Workers' compensation insurance in accordance with Florida Statute, Chapter 440, and/or any other applicable law requiring workers' compensation (Federal, maritime, etc).

(X) Professional liability (medical malpractice, engineers, architect, consultant, environmental, errors and omissions, etc.) insurance as applicable, with minimum limits of \$500,000 and annual aggregate of \$1,000,000.

(X) Certificates of insurance shall provide for a minimum of thirty (30) days prior written notice to the COUNTY of any material change or cancellation of the required insurance, with ten (10) day written notice of cancellation due to non-payment of premium.

(X) Certificates of insurance shall identify the RFP number, contract, project, etc. in the Description of Operations section of the Certificate.

(X) CONSULTANT shall be responsible for subcontractors and their insurance.

(X) The Certificate holder shall be: LAKE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, AND THE BOARD OF COUNTY COMMISSIONERS, P.O. BOX 7800, TAVARES, FL 32778-7800

CONSULTANT Liability Insurance policies shall be endorsed to add COUNTY as an additional insured for General Liability Insurance. Additionally, CONSULTANT shall be responsible for payment of all deductibles and self-insurance retention on CONSULTANT Liability Insurance policies. All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded shall not be canceled, materially changed or renewal refused until at least thirty (30) calendar days written notice, or ten (10) days written notice of cancellation due to non-payment of premium, has been given to COUNTY by certified mail.

5.5 Indemnity. CONSULTANT shall indemnify and hold COUNTY and its agents, officers, commissioners or employees harmless for any damages resulting from failure of CONSULTANT to take out and maintain the above insurance. Additionally, CONSULTANT agrees for good and valuable consideration in the amount of ten dollars (\$10.00) to indemnify, and hold the Board of County Commissioners, Lake County, Florida, and its officers, commissions, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities to the extent resulting from the negligent act, error or omission of CONSULTANT, its agents, employees or representative, in the performance of CONSULTANT'S duties set forth in this Agreement.

5.6 Independent Contractor. CONSULTANT agrees that it shall be acting as an independent contractor and shall not be considered or deemed to be an agent, employee, joint venturer, or partner of COUNTY. CONSULTANT shall have no authority to contract for or bind COUNTY in any manner and shall not represent itself as an agent of COUNTY or as otherwise authorized to act for or on behalf of COUNTY. Additionally, CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONSULTANT to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for CONSULTANT any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

5.7 Ownership of Deliverables. Upon completion of and payment for a task CONSULTANT agrees all Tasks and/or deliverables under this Agreement, and other data generated or developed by CONSULTANT under this Agreement or furnished by COUNTY to CONSULTANT shall be and remain the property of COUNTY. CONSULTANT shall perform any acts that may be deemed necessary or desirable by COUNTY to evidence more fully transfer of ownership of all Tasks and/or deliverables to COUNTY. Additionally, CONSULTANT hereby represents and warrants that it has full right and authority to perform its obligations specified in this Agreement. CONSULTANT and COUNTY recognize that CONSULTANT'S work product submitted in performance of this Agreement is intended only for the project described in this Agreement. COUNTY'S alteration of CONSULTANT'S work product or its use by COUNTY for any other purpose shall be at COUNTY'S sole risk.

5.8 Return of Materials. Upon the request of the COUNTY, but in any event upon termination of this Agreement, CONSULTANT shall surrender to the COUNTY all memoranda, notes, records, drawings, manuals, computer software, and other documents or materials pertaining to the services hereunder, that were furnished to the CONSULTANT by the COUNTY pursuant to this Agreement. CONSULTANT may keep copies of all work product for its records.

5.9 NO CLAIM FOR DAMAGES OR ANY CLAIM OTHER THAN FOR AN EXTENSION OF TIME SHALL BE MADE OR ASSERTED AGAINST THE COUNTY BY REASON OF ANY DELAYS. No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the work from any cause whatsoever, shall relieve the CONSULTANT of his duty to perform or give rise to any right to damages or additional compensation from the COUNTY. The CONSULTANT expressly acknowledges and agrees that the CONSULTANT shall receive no damages for delay. The CONSULTANT'S sole remedy, if any, against the COUNTY shall be the right to seek an extension to the contract time. However, this provision shall not preclude recovery of damages by the CONSULTANT for hindrances or delays due solely to fraud, bad faith or active interference on the part of the COUNTY. Otherwise, CONSULTANT shall be entitled to extensions of the Contract Time as the sole and exclusive remedy for such resulting delay, in accordance with and to the extent specifically provided above

5.10 Retaining Other Consultants. Nothing herein shall be deemed to preclude the COUNTY from retaining the services of other persons or entities undertaking the same or similar services as those undertaken by the CONSULTANT or from independently developing or acquiring materials or programs that are similar to, or competitive with, the services provided under this Agreement.

5.11 Accuracy. The CONSULTANT is responsible for the professional quality, technical accuracy, timely completion and coordination of all the services furnished hereunder. The CONSULTANT shall, without additional compensation, correct or revise any errors, omissions or other deficiencies in its designs, drawings, reports or other services.

5.12 Truth in Negotiation Certificate. For all lump-sum or cost-plus fixed fee agreements exceeding \$150,000, the firm awarded the agreement must execute a truth in negotiation certificate stating that the wage rates and other factual unit costs are accurate, complete and current, at the time of contracting. Any agreement requiring this certificate shall contain a provision that the original agreement price and any additions shall be adjusted to exclude any significant sums by which the COUNTY determines the agreement price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such agreement adjustments shall be made within one (1) year following the end of the contract. Execution of this Agreement constitutes execution of the Truth in Negotiation Certificate.

5.13 Codes and Regulations. All work completed under this Agreement shall conform to all applicable federal, state and local statutes, codes, regulations and ordinances.

5.14 Public Entity Crimes. A person or affiliate who has been placed on the convicted vendor list following a conviction of a public entity crime may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity in excess of the threshold amount provided in Florida Statutes, section 287.017 for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

5.15 Prohibition Against Contingent Fees. CONSULTANT warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this Agreement and that they have not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement.

5.16. Right to Audit. The County reserves the right to require CONSULTANT to submit to an audit by any auditor of the COUNTY'S choosing. CONSULTANT shall provide access to all of its records, which relate directly or indirectly to this Agreement at its place of business during regular business hours. CONSULTANT shall retain all records pertaining to this Agreement and upon request make them available to the COUNTY for three (3) years following expiration of the Agreement. CONSULTANT agrees to provide such assistance as may be necessary to facilitate the review or audit by the COUNTY to ensure compliance with applicable accounting and financial standards.

5.17 Public Records / Copyrights

A. All electronic files, audio and/or video recordings, and all papers pertaining to any activity performed by the provider for or on behalf of the COUNTY shall be the property of the COUNTY and will be turned over to the COUNTY upon request. In accordance with Florida "Public Records" law, Chapter 119, Florida Statutes, each file and all papers pertaining to any activities performed for or on behalf of the COUNTY are public records available for inspection by any person even if the file or paper resides in the CONSULTANT'S office or facility.

B. Any copyright derived from any agreement derived from this Agreement shall belong to the author. The author and the CONSULTANT shall expressly assign to the COUNTY nonexclusive, royalty free rights to use any and all information provided by the CONSULTANT in any deliverable and/or report for the COUNTY'S use which may include publishing in COUNTY documents and distribution as the COUNTY deems to be in the COUNTY'S best interests. If anything included in any deliverable limits the rights of the COUNTY to use the information, the deliverable shall be considered defective and not acceptable and the CONSULTANT will not be eligible for any compensation. This specifically applies to the curriculum and training reference materials.

Article 6. General Conditions

6.1 This Agreement is made under, and in all respects shall be interpreted, construed, and governed by and in accordance with, the laws of the State of Florida. Venue for any legal action resulting from this Agreement shall lie in Lake County, Florida.

6.2 Neither Party may assign any rights or obligations under this Agreement to any other party unless specific written permission from the other party is obtained.

6.3 The captions utilized in this Agreement are for the purposes of identification only and do not control or affect the meaning or construction of any of the provisions hereof.

6.4 This Agreement shall be binding upon and shall inure to the benefit of each of the parties and of their respective successors and permitted assigns.

6.5 This Agreement may not be amended, released, discharged, rescinded or abandoned, except by a written instrument duly executed by each of the parties hereto.

6.6 The failure of any party hereto at any time to enforce any of the provisions of this Agreement will in no way constitute or be construed as a waiver of such provision or of any other provision hereof, nor in any way affect the validity of, or the right thereafter to enforce, each and every provision of this Agreement.

6.7 During the term of this Agreement CONSULTANT assures COUNTY that it is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and the Florida Civil Rights Act of 1992, in that CONSULTANT does not on the grounds of race, color, national origin, religion, sex, age, disability or marital status, discrimination in any form or manner against CONSULTANT employees or applicants for employment. CONSULTANT understands and agrees that this Agreement is conditioned upon the veracity of this statement of assurance.

6.8 CONSULTANT shall at all times comply with all Federal, State and local laws, rules and regulations.

6.9 The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

6.10 Wherever provision is made in this Agreement for the giving, service or delivery of any notice, statement or other instrument, such notice shall be in writing and shall be deemed to have been duly given, served and delivered, if delivered by hand or mailed by United States registered or certified mail or sent by facsimile, addressed as follows:

If to CONSULTANT:

Ardaman & Associates, Inc.
8008 South Orange Avenue
Orlando, Florida 32809

If to COUNTY:

County Manager
Lake County Administration Bldg.
Post Office Box 7800
Tavares, Florida 32778-7800

Each party hereto may change its mailing address by giving to the other party hereto, by hand delivery, United States registered or certified mail notice of election to change such address.

Article 7. Scope of Agreement

7.1 This Agreement is intended by the parties hereto to be the final expression of their Agreement, and it constitutes the full and entire understanding between the parties with respect to the subject hereof, notwithstanding any representations, statements, or agreements to the contrary heretofore made.

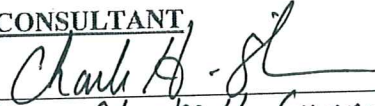
7.2 This Agreement contains the following Exhibits:

Exhibit A Scope of Services


IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: COUNTY through its Procurement Services Director and by CONSULTANT through duly authorized representative.

Agreement Between Lake County, Florida and Ardaman & Associates, Inc. for Geotechnical for Paisley Fire Station; RSQ 08-0027

CONSULTANT


Name: Charles H. Cunningham, P.E.
Title: Vice President

COUNTY


Barnett Schwartzman, Director
Procurement Services

This 30th day of July, 2008.

Approved as to form and legality:


Sanford A. Minkoff
County Attorney

EXHIBIT A



Ardaman & Associates, Inc.

Geotechnical, Environmental and
Materials Consultants

July 9, 2008
Proposal File No. 08-60-371

Lake County
Office of Procurement Services
315 W. Main Street
Tavares, Florida 32778

Attention: Ms. Susan Dugan
Senior Contracting Officer

Subject: Proposal for Subsurface Soil Exploration and
Geotechnical Engineering Evaluation
Proposed Fire Station
Lake County, Florida

Dear Ms. Dugan:

As requested, we are pleased to present this proposal for conducting a subsurface soil exploration and geotechnical engineering evaluation for the subject project. Based on a preliminary site plan dated March 6, 2008, supplied by Lake County, and discussion with Mr. Richard Leblanc, AIA of Lake County, the proposed development includes a single story fire station, associated driveway and parking area, a stormwater retention pond and a septic tank system.

Grading plans are not complete at this time, therefore, we have assumed that approximately 1 to 2 feet of fill is required to raise the building and parking/drive areas to final elevation(s). Typical loading conditions for the 1-story building are assumed to be on the order of 3 to 5 klf for wall foundations and 100 kips for individual column foundations. Floor loads are assumed to be less than 100 pounds per square foot.

The scope of our work will include determining if the bearing capacity and other soil characteristics are suitable to construct the proposed building and pavement. In addition, we will explore the soil stratigraphy in the retention area and provide results of the soil permeability test. We will also estimate the normal seasonal high groundwater table at the boring locations. The scope does not include conducting drawdown analysis for the pond. Further, we will provide descriptions of the soils and groundwater conditions at the septic tank drainfield locations, however, the scope does not include drainfield permitting associated activities.

The following summarizes our proposed scope of work and associated fees for conducting the subject exploration.

FIELD EXPLORATION

The field exploration program will include the following:

Description	Number of Borings	Depth Below Ground Surface (feet)
Building	5 (SPT)	20
Retention Pond	2 (auger)	15
Septic system/pavement	2 (auger)	10

The SPT borings will be drilled using a procedure similar to the Standard Penetration Test outlined in ASTM D-1586. The borings will be sampled at 18-inch intervals to 10 feet deep and at 5-foot intervals below 10 feet. The auger borings will be drilled using a 4-inch diameter truck-mounted continuous flight auger. Each sample will be removed from the sampler or auger in the field and then examined and visually classified by our crew chief. Representative portions will be sealed and packaged for transportation to our laboratory for further analysis as required. Water level observations will be made in the boreholes during the drilling operation. Cone penetration test (CPT) soundings may be substituted for SPT borings.

In addition, a field permeability test will be performed at the location of the proposed retention pond. The field permeability test will include installing a solid-walled PVC casing, snugly fit, into a 4-inch diameter 4-foot deep auger boring. The bottom of the pipe will be open and raised 1 foot above the bottom of the boring. The bottom 1 foot of the boring will be gravel-packed. The rate water is taken in by the formation is measured and used to calculate permeability. The test will be run as a "constant head" test by maintaining the water level in the casing at ground surface level. If relatively high permeability soils are present, the test will be run as a "falling head" test in which the rate of water drop will be measured.

We recommend that the project surveyor locate our borings horizontally and vertically (i.e.; determine the elevation of the ground surface at the boring locations). This information will increase the accuracy of the data obtained and will be especially useful in estimating the normal seasonal high groundwater table. We assume that the surveyor will be retained by the client to provide these services.

LABORATORY PROGRAM

Routine laboratory visual classification will be performed along with specific classification tests deemed necessary (i.e., sieve analysis, Atterberg limits and organic contents).

ENGINEERING ANALYSIS AND REPORT

Engineering analysis of all data obtained will be made to evaluate general subsurface conditions and to develop engineering recommendations to guide site preparation and foundation support. A typical pavement section will be provided as part of our recommendations. For our analysis, we will require specific loading conditions for the building structure and pavement. In addition, we will provide an estimate of the normal seasonal high groundwater table at the boring locations and the results of the soil permeability test.

Our recommendations for the building and pavement, together with all data developed during the exploration, will be submitted in a written report upon conclusion of the study.

SCHEDULE AND COST ESTIMATE

Based on our present schedule, we can complete the work within 3 weeks after notice to proceed.

The costs associated with the aforementioned tasks are estimated as follows. The total cost will not be exceeded without prior authorization.

Stake Borings and Coordinate Utility Locations with Sunshine State One-Call by Senior Technician; 3 hours @ \$64.00/hour	\$192.00
Mobilize Drilling Crew and Equipment; 1 mobilization @ \$300.00/mob.	\$300.00
SPT Borings; 5 borings x 20 l.f., @ \$13.25/l.f.	\$1,325.00
Auger Borings; 2 borings x 15 l.f., 2 borings x 10 l.f. @ \$10.50/l.f.	\$525.00
Field Permeability; 1 test @ \$265.00/each	\$265.00
Laboratory Classification Testing Allowance; estimate	\$130.00
Principal Engineer; 2 hours @ \$150.00/hour	\$300.00
Project Engineer; 8 hours @ \$110.00/hour	\$880.00
CADD Draftsperson; 4 hours @ \$60.00/hour	\$240.00
Technical Secretary; 2 hours @ \$45.00/hour	<u>\$90.00</u>
TOTAL	\$4,247.00

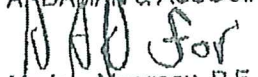
TERMS AND CONDITIONS


The total cost is based on the unit prices shown herein. This proposal is subject to the following terms and conditions: (1) access to boring locations is to be readily available to our truck-mounted drilling equipment, (2) the proposed number of borings and the boring depths will be adequate, (3) undisturbed samples and consolidation tests on fine grained soils are not budgeted into the total cost, (4) Ardaman & Associates will not take responsibility for damages to underground structures and/or services that are not located by Sunshine State One-Call; their locations are to be provided by the client prior to commencement of the field work, (5) exploration or evaluation of the environmental (ecological or hazardous/toxic material related) condition of the site and subsurface is not included, and (6) this proposed exploration is a relatively shallow exploration and is not intended to be an evaluation for sinkhole potential. However, if conditions indicative of sinkhole activity are encountered within the boring depths proposed herein, you will be notified.

CLOSURE

We appreciate the opportunity to submit this proposal and look forward to working with you on this project. If this proposal meets with your approval, please indicate your acceptance by signing and returning the attached Proposal/Project Acceptance sheet. Please call if you have any questions or require additional information.

Very truly yours,
ARDAMAN & ASSOCIATES, INC.


Mark L. Mongeau, P.E.
Vice President


Gregory S. Stevens, E.I.
Assistant Project Engineer

MLM/GSS/nfm
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